

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 9	DATE JUL 28 2008
	LEASE NO. GS-11B-01932	
ADDRESS OF PREMISES: Liberty Square 450 Fifth Street, NW Washington, DC 20001		
THIS AGREEMENT, made and entered into this date by and between: Judiciary Plaza Limited Partnership		
Whose address is: 1233 20 th Street, NW Suite 206 Washington, DC 20001		
And whose interest in the property hereinafter described is that of the Owner, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:		
WHEREAS, the parties hereto desire to amend the above Lease.		
NOW THEREFORE, these parties covenant and agree that the said lease is hereby amended as follows:		
<p>1. In connection with the Government's phased occupancy of the Premises, the Government accepts a portion of Phase 3, consisting of the C1 Level (13,636 BRSF), C2 Level (13,603 BRSF), and the 9th floor (25,143 BRSF) as substantially complete as of April 25, 2008. The Government accepts the balance of Phase 3 consisting of the 3rd floor (42,536 BRSF) as being substantially complete as of April 30, 2008.</p> <p>2. Per the Lease Schedule incorporated in SLA #3, rent shall commence for the C1 and C2 Levels (27,239 BRSF) as of January 17, 2008. The annual rent for Phases 3, as of January 17, 2008, shall be \$1,140,060.75, payable at a monthly rate \$95,005.06. As of January 17, 2008, the total annual rent for Phase 1 and 4 as defined in SLA #6, a portion of Phase 2 as noted in SLA #8 and this portion of Phase 3, consisting of a total of 240,803 BRSF shall be \$10,078,565.58, payable at a monthly rate of \$839,880.47.</p> <p>3. Per the Lease Schedule incorporated in SLA #3, rent shall commence for the entirety of Phase 3 as of February 28, 2008, at an annual rent of \$3,972,696.72 for 94,918 BRSF, payable at a monthly rate of \$331,058.06. As of February 28, 2008, the new total annual rent for the entire leased space (Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5), consisting of 477,473 BRSF, shall be \$19,984,148.64, payable at a monthly rent of \$1,665,345.72.</p> <p>This document will not constitute a payment obligation until the date of execution by the United States. As a result, even though payments will be made retroactively, no money whatsoever is due under this agreement until thirty days after the date of execution by the Government's Contracting Officer.</p> <p>All other terms and conditions of the Lease shall remain in force and in effect.</p> <p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p>		
LESSOR: Judiciary Plaza Limited Partnership		
<p>By: <u>Brophy Properties, Inc.</u> (b) (6) (signature)</p> <p>By: <u>SCF Realty, Inc.</u> (b) (6) (signature)</p> <p>IN THE PRESENCE OF</p> <p>(signature) (b) (6)</p> <p>(Address) 360 Circle Trail Crownsville, Md. 21032</p>		
UNITED STATES OF AMERICA		
<p>By: (b) (6) (signature)</p> <p>Contracting Officer (official Title)</p>		